

## Online Banking & Mobile Banking Agreement

Effective Date: December 5<sup>th</sup>, 2023

United State Bank  
866-671-4148  
bankonline@usb1.com

**Please read the entire Agreement carefully before enrolling in the Service or initiating any transactions.**

### 1. Scope of this Agreement

This Agreement between you and United State Bank (the "Bank") governs your use of our Online & Mobile Banking services (the "Service"). The Service permits our customers to perform a number of banking functions on accounts linked to the Service through the use of a computer or mobile device and the Internet.

### 2. Accepting the Agreement

By accepting these terms and conditions, you represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to execute this Agreement.

You should print and/or save a copy of this Agreement for your records. If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Internet Banking Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

### 3. Definitions

**Access ID** - A unique user ID code identifying you as a user of the Service.

**Agreement** - means these terms and conditions of the Internet Banking and Bill Payment services.

**Authorized User** - is any individual or agent whom you allow to use the Service or your passcode or other means to access your Eligible Account(s).

**Bill Payment Service Provider** – refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, Allied Payment Network, Inc.

**Biller**– is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Billing Account** - is the checking account from which all Service fees will be automatically debited.

**Business Day** - is every Monday through Friday, excluding Federal Reserve holidays.

**Business Customer** - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

**Business Day Cutoff** - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Central Standard Time zone. For posting purposes, we will process all transactions completed by 2:30 p.m. on the same Business Day. Transactions completed after 2:30 p.m. will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

**Consumer** – Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

**Due Date** - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

**Eligible Accounts** –An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only Regular Checking, Home – town checking(s), Now, First Security, USB Paperfree and Business Checking Accounts may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider.

You may request Internet access to any account that you are a signer or owner of. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

**Joint Accounts** - If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service. If joint account holders use individual Access IDs, the Service may be identified separately, and you may be charged for the use of additional Access IDs. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service.

**Payment Account** - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

**Payment Instruction** - is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**Scheduled Payment** - is a Bill Payment that has been scheduled through the Service but has not begun processing.

**Scheduled Payment Date** - is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited (other than Laser Draft Payments, as described above), unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**Service** – means the Online / Mobile Banking, Bill Payment and Delivery services offered by United State Bank through its Service Providers.

**Service Provider** - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet Banking, Bill Payment, and electronic Bill Delivery services.

**You and Your** - As used within this Agreement, “you” and “your” refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

**We, Us, or Our** – As used within this Agreement, refer to United State Bank and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that United State Bank may involve in the provision of the Service.

#### 4. **Basic Internet Banking Services**

The basic features currently available through the Service include:

- Up to 7 years of transactional detail and history
- Account information, including transactions, balances, transfers
- Copies of monthly Account Statements
- Transfers between your internal and external accounts
- Make loan payments
- Initiate Wire Services (USB finalizes internally)
- P2P services
- Secure messages
- Online check reorders
- Transaction downloads into Quicken Web and QuickBooks Web
- View check images
- Account & Debit card alerts
- Add blocks to debit cards
- Update personal information

Bill Payment services are optional. You can set up bill payment once enrolled by agreeing to the terms and conditions. Bill Payment customers also have access to electronic Bill Presentment or Bill Delivery.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

#### 5. **Other Basic Internet Banking Features**

##### **(A) Updating personal information**

Customers can update their personal information within the online banking system. Any update or change made will notify the customer via email. If the changes made were not initiated by you please contact the bank immediately at 866.671.4148.

## **(B) Secure Messaging**

Customers may secure message the bank through the online banking portal. Questions, requests, or any additional help needed may be relayed here. Responses will generally be received within 1 – 2 business days. If the request is urgent, please contact the bank at 866.671.4148 or via email at [bankonline@usb1.com](mailto:bankonline@usb1.com).

## **(C) Check Reorders**

Customers can reorder checks within online banking providing necessary information. All information must be accurate and verified before placing the order. Contact the third-party provider for assistance with any issues in regard to check orders placed online. You may contact us for additional help as well.

## **(D) Person 2 Person (P2P)**

Customers can enter eligible consumer contact information to send money to one another internally or externally. The consumer on the receiving end also must complete the required information for this feature to work.

P2P has internal control limits set in place for consumer and business protection and they are subject to change at any time without notice.

United State Bank does not charge any immediate fees related to the usage of the P2P service; other applicable account fees may still apply. External fees may apply, and all consumers should check with any other institutions in regard to their fee schedules.

## **(F) Savvy Money**

Upon enrolling and accepting these terms and conditions customers are automatically enrolled into Savvy Money. Customers will receive a welcome email that explains the features provided in greater detail from Savvy Money and allows the customer to opt out of the provided service. In the platform there is a credit score box, the first time it is clicked it will provide a walkthrough of the features and another opportunity to opt out of the service. See [Exhibit A](#) for more information and Savvy Money's Terms of Service.

## **6. Fees**

**Basic Internet Banking Service:** (view balances and account transfers) – No charge

Wires - \$20 dollar wire fee \*all wires are finalized internally and subject to approval\*

\*External transfers may impose fees depending on other institutions policies and fees. Please refer to their “other institutions” policies to verify.

## **Bill Payment Fees:**

Consumers and Business Customers: Currently there is no charge for the use of United State Bank's Bill Pay Service. United State Bank has the option of charging for Bill Pay in the future with giving the Internet Banking Customers sufficient notice of said charges.

Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **7. Enrolling in the Service**

In order to enroll in the Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States or its possessions.
- You must have a computer and Internet browser that will support 128 bit encryption.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- If enrolling via mobile app, please refer to the apple, android, google, etc. stores for the most recent minimum requirements to obtain and use the app.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

## **8. Enrollment Process**

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet or mobile app.

The enrollment process involves completing a secure online application that we will use to verify your identity, you will need your SSN (social security number), DOB (date of birth), and account number. You will also choose your Access ID and password during the enrollment process. Two factor authentication will be used to verify & finalize the enrollment process.

If you are unable to verify and enroll you will need to contact us at 866.671.4148 for additional assistance.

## **9. Account Information**

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our online services will verify the information you submit for accuracy and proper authorizations to our data internally. If United State Bank is unable to verify the information provided, it may require that you provide a signed agreement form to verify and update information to gain access online.

## **10. Signature Requirements**

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Accounts requiring two signatures will not be granted the Bill Pay Service.

## **11. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments, or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

## **12. Total Available Balance**

The total available balance displayed at the top of your home page includes balances from all accounts excluding plaids integrated services. The total available balance will not reflect any balance that you are not the primary account owner on in this total.

## **13. Canceling or Changing Transfers**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending". For Business Customers, the term "transfers" also includes ACH and wire transactions.

In order to cancel or change a pending transfer that has not been submitted to us for processing, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 2:30 p.m. for transactions to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transaction anytime before 2:30 p.m. on the Business Day before the scheduled transfer or payment date.
4. For transfers, you can change the transfer amount to \$0.00, or

5. If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

If you need our assistance on making edits to automatic/future dated transfers; you can send us a secure message through the Service; however, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after the call.

### **13. Bill Payment and Transfer Limitations**

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer-initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period if you do you may incur a fee. Refer to your fee schedule for more information provided. Transfers and Bill Payments authorized by personal computer through the Service are counted toward the six permitted monthly transfers. Federal regulations currently place no limits on the number of transfers or Bill Payments from your USB Paperfree, Regular, Now, Hometown, First Security and Business Checking Accounts. United State Bank currently limits the Bill Payment Service to only the USB Paperfree, Regular, Now, Hometown, First Security, and Business accounts.

### **14. Bill Payment Terms and Conditions**

#### **(A) Bill Payments**

You may make payments through Bill Payment Service ("SERVICE") to any business, person or professional ("PAYEE") that has an address, which can be verified. Bill Payments ("BILL PAYMENTS") may be made only to Payees with a United States payment address. SERVICE reserves the right to refuse to accept any bill payment transaction. BILL PAYMENTS for alimony, child support, taxes, government fees, or court ordered payments are not always accepted. You can make these payments, but SERVICE do not guarantee that it will be accepted or posted in a timely fashion. You must do so at your own risk.

1. BILL PAYMENTS will be sent to the PAYEE either electronically or by paper check mailed to the PAYEE via the U.S. Postal Service. The choice of electronic or paper check is solely at the discretion of SERVICE. Checks, electronic payments, and withdrawal orders of any kind can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) might affect the amount of funds available to make your payment.
1. When you schedule a bill payment transaction, you authorize United State Bank ("FI") to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, FI may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges that may be imposed, as stated in the FI's fee and disclosure statements. FI

reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.

2. When a BILL PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. However, payments should be scheduled at least five (5) business days before the business day on which a bill payment is due to ensure that SERVICE has sufficient time to process and deliver the payment. SERVICE is not responsible for payment delivery delays caused by the U.S. Postal Service or for payment processing delays after the PAYEE has received the payment. Any charges imposed as a result of your failure to transmit bill payment transactions at least five (5) business days before a payment is due are your responsibility. SERVICE's responsibility for any late payment beyond this timeframe is strictly limited to the late charge only, up to a MAXIMUM of \$50. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.

1. SERVICE may be used to authorize automatic recurring BILL PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, quarterly, or annual basis. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the **prior** business day.

- **ACH, Transfers, Person-to-Person, and other Electronic Payments**

You may make other electronic payments through SERVICE to any business, person or professional. Electronic Payments ("e-PAYMENTS") may be made only to Payees with a United States address, if the necessary information needed for the delivery method is entered. SERVICE reserves the right to refuse to accept any e-PAYMENT transaction.

1. e-PAYMENTS will be sent to the PAYEE either electronically via Automated Clearing House ("ACH") or by some other electronic delivery method. The choice of delivery method is solely at the discretion of SERVICE. Checks, electronic payments, withdrawal tickets or instruments can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect your Account Balances.
1. When you schedule an e-PAYMENT transaction, you authorize FI to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, FI may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges may be impose, as stated in the FI's fee and disclosure statements. FI reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
2. When an e-PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. All payments should be scheduled to allow 1 additional day beyond the estimated delivery date for the PAYEE to post the payment. You are responsible for any charge that may be imposed as a result of your failure to allow for additional day. SERVICE's responsibility for any late charges is strictly limited to the late charge only, up to a MAXIMUM of \$50. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment

SERVICE may be used to authorize automatic recurring e-PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, or quarterly basis. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the previous business day.

- **Stopping BILL PAYMENTS or e-PAYMENTS**

The following steps may be taken to delete or stop pending BILL PAYMENTS or e-PAYMENTS:

1. **Deleting Payments.** If you have scheduled a BILL PAYMENT OR e-PAYMENT and would like to cancel the payment, you must do so before the payment is processed. The time varies based on the settlement method being used for the payment. If you cannot access the on-line banking service to request that the payment be deleted, please contact the FI for further assistance, prior to the cut-off time of 2:30 P.M. CST.
2. **Liability for Failure to Delete a Payment.** You cannot delete or cancel a payment after it has been processed. FI is liable, only if you notify FI at least one (1) business day or more before the scheduled payment date. Otherwise, FI is not responsible for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.
3. **Stopping Payments.** Once the on-line payment has been processed, you CANNOT delete or stop BILL PAYMENTS settled electronically, or e-PAYMENTS. You *may* be able to stop a BILL PAYMENT only if it has been paid by paper check. To stop an on-line paper payment, contact the FI's customer service department at 866-671-4148. The FI *will only be able to stop the on-line check payment if the paper check has not cleared and is able to process the stop payment request before the check clears.* To be effective, this type of stop payment request must precisely identify the name of the Payee, the Payee-assigned account number, payment amount and date you scheduled the payment to be processed. If you call, FI will also require you to put your request in writing and get it to FI within fourteen (14) calendar days after you call. FI will charge your account our regular fee for each stop payment order you give. FI will not be responsible for failing to act on a stop payment if you do not give FI the correct Payee information or if FI do not have a reasonable opportunity to process the stop payment order.
4. **Privacy**

We understand how important privacy is to our Internet Banking Customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our "privacy policy" <https://www.usb1.com/about-us/privacy-policy> before completing the enrollment process for the Service.

## 16. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our online services will compare and verify information provided to obtain access rights.

*Access IDs and Passcodes* - One of the main security features protecting the Service is the unique combination of your Access Identification Code (Access ID) and Passcode. During the enrollment process, you will be asked to select a unique Access ID and a password. You will then use two factor authentication to verify the enrollment process and gain access. Neither this Institution nor its Service Providers have access to this information. The Service will automatically deactivate your

account after **five** unsuccessful login attempts within a 24-hour time frame. You will need to use the forgot password box at the login screen to reset your password.

Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Passcode that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words. The “Help” link within the Service will offer tips on choosing a secure Passcode that you can remember.
- Keep your Passcode safe.
- Memorize your Passcode and do **NOT** write it down.
- You should also change your Passcode occasionally, such as every 90 days.
- A Passcode should be changed immediately if you suspect that your Passcode has been compromised. This can be done at any time from the “User settings” menu after you log on to the Service.

Neither this Institution nor its Service Providers will contact you via telephone or email requesting personal information, your Access ID, or your Passcode. If you are contacted by anyone requesting this information, please contact us immediately.

*Encryption* – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

*Certificate Authority* - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the Certificate Authorities key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it’s valid.

*Cookies* - During your use of the Service, our Internet banking Service Provider will pass an encrypted *cookie* to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer’s hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

### **Additional Security Guidelines:**

All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.

- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

### **17. Your Passcode Responsibilities**

When you accept the terms and conditions of this Agreement, you agree not to give or make available your passcode or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using the Service. If you permit other persons to use the Service, your passcode, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your passcode or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 866-671-4148 during customer service hours. You can also contact us by sending a secure message through the Service.

If you or your Authorized users disclose your Passcode to anyone, and/or if you allow someone to use your Passcode to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the Service by them (e.g., such as when you provide this information to a joint account holder, an employee, and/or an aggregation service provider).

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

### **18. Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **19. Documentation and Verification Of Payments And Transfers**

Information regarding Mobile / Online Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

#### **20. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**

##### **(A) Errors and Questions**

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at 866-671-4148 during customer service hours;
- Contact us by using the secure messaging feature within the Service; or
- Write to us at:

United State Bank  
P O Box 8  
Lewistown Missouri 63452.

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, relevant Service account number(s), and Access ID;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **(B) Consumer Liability for Unauthorized Transfers**

Tell us **AT ONCE** if you believe your Access ID or Passcode has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## 21. Additional Provisions Applicable Only To Business Customers

### (A) Protecting Your Account

The Service will allow Business Customers to establish individual Access IDs, passcodes, privileges for each Authorized User. Transaction history is maintained for each Access ID. Additional fees may be assessed for each Access ID.

Business Customer(s) will be solely responsible for designating its Authorized Users, assigning privileges, and disclosing the identity of said users to this Institution and all changes thereof in writing. BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSFERS AND BILL PAYMENTS THROUGH THE SERVICE.

BUSINESS CUSTOMER AUTHORIZES THIS INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND YOU AGREE TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH YOUR ACCESS ID AND PASSCODE AND/OR THE ACCESS ID AND PASSCODE OF AN AUTHORIZED USER. FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OUR ACTING UPON ANY DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS ID AND PASSCODE OF AN AUTHORIZED USER.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Financial Institution Name and/or its Service Providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. In addition, you agree to

- Require all Authorized Users to keep passcodes secure and strictly confidential;
- Immediately notify us and select a new password if you or your Authorized Users believe your passcodes may have become known to an unauthorized person.

We may disable passcodes of Authorized Users even without receiving such notice from you, if we suspect passcodes are being used in an unauthorized or fraudulent manner.

Business customers shall be solely responsible for the development and implementation of all commercially reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Business customers shall be solely responsible for all appropriate and commercially reasonable, physical, logical, and network security systems and devices to protect the security of data files maintained on computer(s) used to access the service as well as the protection against unauthorized access to business computers, and/or networks used to access the

service. Business customers shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the service.

This financial institution and its service providers shall have no obligation, liability or control, either directly or indirectly concerning the Business customers' selection of security systems or devices for the protection of any data files or computers used to access the services or over business customers development or implementation of security procedures or the failure of business customer to maintain said procedures.

### **(B) Commercially Reasonable Security Procedures of the Service**

When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the Service, including procedures to protect the confidentiality of your Access ID and passcode and the same for your authorized users. You agree to notify this Financial Institution in the event that your use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify this Financial Institution, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

### **(C) Errors and Questions**

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at 866-671-4148 during customer service hours;

Write us at:  
United State Bank  
P O Box 8  
Lewistown Missouri 63452

### **(D) Your Liability for Unauthorized Transfers**

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transfer or Bill Payment, United State Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

United State Bank and its Service providers shall have no liability to you for any unauthorized payment or transfer made using your passcode that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

## **(E) Limitation of Institution Liability**

this financial institution and its Service providers will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this Agreement and will be liable for loss sustained by you only to the extent such loss is caused by our misconduct. This Financial Institution and its Service Providers will have no liability for any loss or damage:

- Related to the dishonesty of the Business Customer's employees, officers, agents, or Authorized Users;
- Resulting from any receiving financial institution's failure to accept any payment or funds transfer request;
- Resulting from any delay in the performance of this Agreement, which is caused by an act of God, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between United State Bank and third parties, or any other condition outside of our control.

If this Financial Institution and/or its Service Providers fail or delay in making a transfer or Bill Payment pursuant to your instruction, or if we make a transfer or payment in an erroneous amount which is less than the amount per your instruction, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay, calculated from the date on which the payment was to be made until the date it was actually made or you canceled the instruction.

We may pay such interest either to you or the intended recipient of the payment, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment in an erroneous amount which exceeds the amount per your Payment Instruction, or if we permit an unauthorized payment after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid, plus interest thereon from the date of the payment to the date of the refund, but in no event to exceed sixty (60) days interest.

If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district nearest to united state Bank for each day interest is due, computed on the basis of a three hundred sixty (360) day year.

No third party will have rights or claims against united state bank and its Service Providers under this Agreement. The terms of this section will survive termination of this Agreement.

## **(F) Indemnification**

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless United State Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by United State Bank through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

## **22. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such an event, we will provide notice to you. Any use of the Service after we provide you with a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

## **23. Electronic Disclosures**

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. By accepting this agreement, you agree to these terms and accept other online / mobile banking disclosures in an electronic format.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at: 866.671.4148, [bankonline@usb1.com](mailto:bankonline@usb1.com) or United State Bank, P O Box 8, Lewistown Missouri 63452.

There may be a \$5.00 fee associated with the reinstatement of a paper statement.

In addition, you can request paper copies of documents through the Service. Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

You should print or save a copy of all disclosures delivered electronically.

## **24. 24. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Online / Mobile Banking and Bill Payment matters and/or changes to this Agreement. You must provide us with your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made under "More" in the "User Settings" menu or by contacting us at 866-671-4148, [bankonline@usb1.com](mailto:bankonline@usb1.com) or United State Bank, P O Box 8, Lewistown Missouri 63452.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide an accurate Payment Account or contact information.

## **25. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact us or send us a secure message through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of 3 consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request a reinstatement of the Service, you must call our Internet Banking Department.

## **26. Exclusions of Warranties and Limitation of Damages**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Notwithstanding our efforts to ensure that the Service is secure, we cannot and do not warrant that all data transfers via the Service will be free from monitoring or access by others.

You are solely responsible for the maintenance, installations, and operation of your computer. Neither This financial institution nor its service providers shall be responsible for any delays, errors, deletions, or failures that occur as a result of any malfunction of your computer or software.,

THE FOREGOING SHALL CONSTITUTE united State BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL united state bank or its service providers BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS or attorneys fees (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

## **27. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

## **28. No Waiver**

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or

omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **29. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **30. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

### **31. Waiver of Trial by Jury**

The parties hereby knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

### **32. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by United State Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

### **33. Governing Law and Relation to Other Agreements**

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Missouri, without regard to its conflicts of law's provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflicts of law's provisions.

## Exhibit A.

### Savvy Money

Updated 3.4.2024.

As a feature of your digital banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score.

You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

By clicking 'Agree', you are accepting SavvyMoney's [Terms of Service](#) and [Privacy Policy](#). You may revoke this authorization at any time through your credit score profile settings.